

**PLAINTIFF'S**

**EXHIBIT #1**

**(Relevant Policy pages)**

Policy Change  
Declarations**HOMEOWNERS POLICY****Named Insured**JANICE SCOTT  
1590 FOOTE ST NE  
ATLANTA GA 30307-2817**Your Agency's Name and Address**INSURORS ASSOCS SE LLC  
P O BOX 1052  
SNELLVILLE, GA 30078**Your Policy Number:** 982221530 633 1**For Policy Service Call:** (770) 972-0012**Your Account Number:** 982221530**For Claim Service Call:** 1-800-CLAIM33**Policy Period**FROM: 11-14-17 To: 11-14-18 12:01 A.M.  
STANDARD TIME AT THE RESIDENCE PREMISES**Location of Residence Premises**1590 FOOTE ST NE  
ATLANTA GA 30307-2817**Change Effective Date:** 12/21/17**Premium Change:** \$ -212.00**Reason for Change:** Added Account Credit Added Prime Time Discount**Section I - Property Coverages****Limits of  
Liability****Premium**

A - DWELLING	\$ 127,000	\$ 850.00
B - OTHER STRUCTURES	12,700	INCL
C - PERSONAL PROPERTY	63,500	INCL
D - LOSS OF USE	25,400	INCL

**Section II - Liability Coverages**

E - PERSONAL LIABILITY (BODILY INJURY AND PROPERTY DAMAGE) EACH OCCURRENCE	\$ 100,000	INCL
F - MEDICAL PAYMENTS TO OTHERS- EACH PERSON	1,000	INCL

**Policy Forms and Endorsements**

HO-3	(06-91)	Homeowners 3 Special Form		
HA-300 GA	(03-15)	Special Provisions		
HO-828	(06-03)	Limited Fungi, Other Microbes or Rot Remediation		
		Section I - Property Coverage	\$25,000	
		Section II - Aggregate Sublimit	\$50,000	
56512	(07-98)	Additional Replacement Cost Protection	\$	10.00
58273	(12-99)	Additional Replacement Cost Protection Increased Amount - Maximum Additional Amount of Insurance 50%	\$	14.00

**Total Premium**

\$ 874.00

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**Your Premium Reflects the Following Credits or State Surcharges**

Security Credit	-56.00
Account Discount	-51.00
Prime Time Credit	-211.00

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**Policy Deductible:** \$ 500.00 All perils insured against

In case of loss under section I, only that part of the loss over the stated deductible is covered.

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**First Mortgagee**

ATLANTA HABITAT FOR HUMANITY  
824 MEMORIAL DRIVE SE  
ATLANTA GA 30316

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**Your Insurer:** The Charter Oak Fire Insurance Company  
One of The Travelers Property Casualty Companies  
One Tower Square, Hartford, CT 06183

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**For Your Information**

For information about how Travelers compensates independent agents and brokers, please visit [www.Travelers.com](http://www.Travelers.com) or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us, protecting your home with safety devices and being claim free, go to [www.travelers.com/discounts](http://www.travelers.com/discounts). Once at the website, type in your policy number 9822215306331 and product code HL1 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

Thank you for insuring with Travelers. We appreciate your business. If you have any questions about your insurance, please contact your agent or representative.

These declarations with policy provisions HO-3 (06-91) and any attached endorsements form your Homeowners Insurance Policy. Please keep them with your policy for future reference.

HO-828 (06-03)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED FUNGI, OTHER MICROBES OR ROT REMEDIATION****GEORGIA****DEFINITIONS**

The following definition is added:

- **"Fungi"**

- "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by "fungi".
- Under Section II, this does not include any "fungi" that are, are on, or are contained in, products or goods intended for consumption.

**SECTION I – PROPERTY COVERAGES**  
**COVERAGE D - LOSS OF USE**

Paragraphs 1. and 2. are deleted and replaced by the following:

**1. Additional Living Expense.**

If a loss covered under Section I makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. However, additional living expense due to "fungi", other microbes or rot remediation will not be paid in addition to any amounts paid or payable under the Additional Coverage **Limited "Fungi", Other Microbes Or Rot Remediation**.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere. This period of time is not limited by expiration of this policy.

**2. Fair Rental Value.**

If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in. However, fair rental value due to "fungi", other microbes or rot remediation will not be paid in addition to any amounts paid or payable under the Additional Coverage **Limited "Fungi", Other Microbes Or Rot Remediation**.

Payment will be for the shortest time required to repair or replace such premises. This period of time is not limited by expiration of this policy.

**ADDITIONAL COVERAGES**

The following additional coverage is added:

- **Limited "Fungi", Other Microbes Or Rot Remediation.**

- If a loss caused by a Peril Insured Against under Section I results in "fungi", other microbes or rot, we will pay for:

- (1) Remediation of the "fungi", other microbes or rot. This includes payment for the reasonable and necessary cost to:

- (a) Remove the "fungi", other microbes or rot from covered property or to repair, restore or replace that property; and

- (b) Tear out and replace any part of the building as needed to gain access to the "fungi", other microbes or rot;

- (2) Any reasonable and necessary increase in living expense you incur so that your household can maintain its normal standard of living or loss of fair rental value if the "fungi", other microbes or rot makes the "residence premises" not fit to live in. We do not cover loss or expense due to cancellation of a lease or agreement; and

- (3) Any reasonable and necessary testing or monitoring of air or property to confirm the absence, presence or level of the "fungi", other microbes or rot, whether performed prior to, during or after removal, repair, restoration or replacement.

- b. We will pay under this additional coverage only if:

- (1) The covered loss occurs during the policy period;

- (2) All reasonable means were used to save and preserve the property at the time of and after the covered loss; and

- (3) We receive prompt notice of the covered cause of loss that is alleged to have resulted in "fungi", other microbes or rot.

- c. The most we will pay under this additional coverage is the limit shown in the Declarations for Section I Property Coverage under **Limited "Fungi", Other Microbes Or Rot Remediation**. This is the most we will pay for the total of all loss or costs regardless of the:

- (1) Number of locations or items of property insured under this policy; or

- (2) Number of losses or claims made.

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- d. This is not additional insurance and does not increase the limit of liability that applies to the damaged property.
- e. **Limited "Fungi", Other Microbes Or Rot Remediation** does not apply to:
  - (1) "Fungi", other microbes or rot that results from fire or lightning;
  - (2) The immediate, direct physical damage to property described in Coverages A, B and C caused directly by a Peril Insured Against; or
  - (3) Direct loss by fire or lightning resulting from "fungi", other microbes or rot.

#### SECTION I – PERILS INSURED AGAINST

In form **HO-3** (and endorsements HA-15, HA-615, 57000 and 58065, if applicable) paragraph **C.7.c.** is deleted and replaced by the following:

- c. Smog, rust or other corrosion;

#### SECTION I – EXCLUSIONS

The following exclusion is added:

- 9. **"Fungi", Other Microbes or Rot**, meaning any loss or cost resulting from, arising out of, caused by, consisting of, or related to, "fungi", other microbes or rot. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

This exclusion does not apply to:

- a. "Fungi", other microbes or rot remediation coverage that may be afforded under the Additional Coverage **Limited "Fungi", Other Microbes Or Rot Remediation**;
- b. "Fungi", other microbes or rot that results from fire or lightning;
- c. The immediate, direct physical damage to property described in Coverages A, B and C caused directly by a Peril Insured Against; or
- d. Direct loss by fire or lightning resulting from "fungi", other microbes or rot.

#### SECTION II – CONDITIONS

- 1. **Limit Of Liability** is deleted and replaced by the following:

##### 1. Limit Of Liability.

- a. Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims-made or persons injured. All

"bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

- b. Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F limit of liability shown in the Declarations.
- c. Subject to **a.** and **b.** above, our total liability for all damages under Coverage E and all medical expenses under Coverage F combined arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", other microbes or rot will not be more than the Section II Aggregate Sublimit under **Limited "Fungi", Other Microbes Or Rot Remediation** shown in the Declarations. This is the most we will pay regardless of the number of:

- (1) "Insureds";
- (2) Persons injured;
- (3) Accidents;
- (4) "Occurrences"; or
- (5) Claims-made.

This aggregate sublimit does not increase the each person limit for Coverage F. This aggregate sublimit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of "fungi", other microbes or rot, described in **1. Limit Of Liability** of this endorsement, Condition **2. Severability Of Insurance** is deleted and replaced by the following:

- 2. **Severability Of Insurance.** This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section II – Conditions, **1. Limit Of Liability**. This condition will not increase the limit of liability for this coverage.

All other provisions of this policy apply.

This policy is signed for the company which is the insurer under this policy.

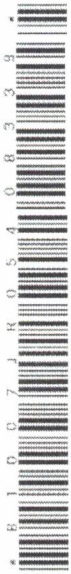


Bruce A. Backberg  
Senior Vice President and  
Corporate Secretary



Joseph Lacher  
Chief Executive Officer  
Personal Lines

**IN WITNESS WHEREOF, the Company has executed and attested these presents.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL REPLACEMENT COST PROTECTION  
SPECIFIED AMOUNT**

(Applies only when loss to dwelling building exceeds the Coverage A Limit of Liability shown in the Declarations)

To the extent that coverage is provided, we agree to provide an additional amount of insurance in accordance with the following provisions:

**A. If you have:**

1. Allowed us to adjust the Coverage A limit of liability and the premium in accordance with:
  - a. The property evaluations we make; and
  - b. Any increases in inflation; and
2. Notified us, within 30 days of completion, of any improvements, alterations or additions to the dwelling building which increase the replacement cost of the dwelling building by 5% or more;

the provisions of this endorsement will apply after a loss, provided you elect to repair or replace the damaged or destroyed dwelling building on the same premises.

**B. If there is a loss to the dwelling building that exceeds the Coverage A limit of liability shown in the Declarations, for the purpose of settling that loss only:**

1. We will provide an additional amount of insurance, up to 25% of the Coverage A limit of liability; and
2. The Section I Condition 3. Loss Settlement paragraph c. is deleted and replaced by paragraphs c., d. and e. as follows:
  - c. The dwelling building under Coverage A at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts for like construction and use on the same premises:
    - (1) The replacement cost of that part of the dwelling building damaged or destroyed;
    - (2) The necessary amount actually spent to repair or replace the damaged or destroyed dwelling building; or
    - (3) The limit of liability under this policy that applies to the dwelling building, plus any additional amount provided by this endorsement.

d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.

e. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to the dwelling building on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.

**SECTION I - COVERAGES**

The following **ADDITIONAL COVERAGE** is added:

• **Ordinance or Law.**

- a. You may use up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

**Note:** If this coverage is also provided under any other endorsement on this policy, the combined Limits of Liability apply.

All other provisions of this policy apply.

